

ANTIMONY TOWN

P.O. Box 120046
Antimony UT 84712
435-624-3300 & FAX

RECEIVED

October 14, 2004

OCT 18 2004
04-03714
UTAH DIVISION OF
SOLID & HAZARDOUS WASTE

Dear Jeff,

Enclosed you will find the Antimony Landfill application and Escrow agreement forms. I hope everything has been typed, signed and copied properly. If there is a problem, let me know.

I enjoyed meeting you last week!

Later,

Karyn

II. AGREEMENT

A. The undersigned hereby deliver to the Treasurer, the Proceeds and Additional amount(s) to be held and disposed of by the Treasurer in accordance with the duties, instructions, and upon the terms and conditions hereinafter set forth in this Escrow Agreement to which the undersigned hereby agree:

1. For purposes of this Escrow Agreement and this Escrow Agreement only:
 - (a) The Treasurer shall not incur any liability in acting upon any written authorization and request delivered hereunder and believed by the Treasurer to be genuine and to be signed by the proper parties.
 - (b) The Treasurer may consult with legal counsel in the event of any dispute or question as to the construction of the Treasurer's duties hereunder and shall not be held to any liability for acting in accordance with advice so received.
 - (c) The Treasurer shall have a first lien on the moneys held by it hereunder for its compensation and for any costs, liability or expense or counsel fees it may incur.
2. In the event of any disagreement between the undersigned or any of them, and/or any other person, resulting in adverse claims and demands being made in connection with or for any moneys involved herein or affected hereby, the Treasurer shall be entitled at its option to refuse to comply with any such claim or demand, so long as such disagreement shall continue, and in so refusing the Treasurer may refrain from making any delivery or other disposition of any moneys involved herein or affected hereby and in so doing the Treasurer shall not be or become liable to the undersigned or any of them or to any person or party for its failure or refusal to comply with such conflicting or adverse demands, and the Treasurer shall be entitled to continue so to refrain and refuse so to act until:
 - (a) The rights of the adverse claimants have been finally adjudicated in a court assuming and having jurisdiction of the parties and the moneys involved herein or affected hereby; and/or
 - (b) All differences shall have been adjusted by agreement and the Treasurer shall have been notified thereof in writing signed by all of the persons interested.
3. The fees for the usual services of the Treasurer under the terms of this Escrow agreement are set forth in the schedule attached hereto as Exhibit A. It is agreed that additional compensation shall be paid to the Treasurer for any additional or extraordinary service it may be requested to render hereunder, and the Treasurer shall be reimbursed for any out-of-pocket expenses (including, without limitation, fees of counsel) reasonably incurred in connection with additional or extraordinary services.
4. The Entity and the State hereby agree that the deposit of the Proceeds shall constitute compliance with applicable deposit and investment provisions of the Instrument.
5. The duties of the Treasurer under the terms of this Escrow Agreement are as follows:
 - (a) The Treasurer shall receive into a separate fund (the "Escrow Account") Proceeds and any additional amounts to be used in connection with the Project.
 - (b) The Treasurer shall reimburse Entity in amounts authorized in writing by the Entity and the State.
 - (c) Each authorization must be signed by one official from both the Entity and the State, except as provided in (i) of this section, and shall be substantially the same as the form attached as Exhibit B. On behalf of the Entity, the written authorization and request shall be signed by any one of the officials of the Entity identified in Section I.A. 1. above. On behalf of the State, the written authorization and request shall be signed by any one of the officials of the State identified in Section I.A.2. above. The Treasurer assumes no responsibility for expenditure

6. This Agreement may be modified or amended only by a written Amendment attached to this Agreement and signed by the parties to this Agreement.

DATED this 14th day of October, 2004.

Entity: Antimony Town

By: Shannon D. Allen

Title: Mayor

Attest and Countersign:

By: Karen Schultz

Title: Town Clerk

STATE: Utah Division of Solid and Hazardous Waste

By: _____

Title: Executive Secretary
Utah Solid & Hazardous Waste Control Board

Accepted:

Utah State Treasurer

By: _____

Title: _____

EXHIBIT A

Fees due to State Treasurer as Escrow Agent

Maximum annual fee is 10 basis points (one-tenth of one percent (.001)) applied to the average daily balance in each account. The fee is assessed monthly based on the actual number of days in the month divided by 360 days.

Minimum annual fee is zero.

The Treasurer intends to deduct the administrative fee from gross earnings of each account before crediting earnings to the account(s). The amount of such fees is not reflected on monthly statements to the Entity, and is payable only from gross earnings on the account(s).

Entity shall not be liable to the Treasurer for any other costs or expenses for usual services. Usual services include:

1. Acceptance of funds delivered for deposit.
2. Deposit of funds and issuance of Treasurer's Receipt.
3. Investment of all funds delivered to Treasurer.
4. Credit net interest earnings to designated account(s) on a monthly basis.
5. Reimburse entity for project costs pursuant to receipt of a written authorization and request properly signed and delivered to the Treasurer.
6. Prepare and deliver to Entity and State a monthly accounting showing all deposits, withdrawals, interest credits and rate, ending balance and average balance for each account.

Entity will be liable to the Treasurer for out-of-pocket expenses resulting from any additional or extraordinary service Treasurer is requested to render and reasonably incurs in connection with additional or extraordinary services.

EXHIBIT B -1

WRITTEN AUTHORIZATION AND REQUEST FOR REIMBURSEMENT
FROM ESCROW FUND

TO: The Utah State Treasurer, as Escrow Agent (the "Treasurer").

DATE: _____

WRITTEN REQUEST NO.: _____

I, the undersigned authorized officer of _____, (the "Entity"),
do hereby certify and request to the Treasurer as follows:

7. Pursuant to the provisions of the Escrow Agreement by and between the Entity, the State and the Treasurer dated _____, (the "Escrow Agreement"), the undersigned hereby authorizes and requests a reimbursement from the Escrow Account to pay the amounts shown on the attached Payment Schedule.
8. Each payment proposed to be made as set forth on the Payment Schedule has been incurred and is a proper charge against the Escrow Account.
9. To the extent that the payment of any item set forth on the Payment Schedule is for other than work, materials, equipment or supplies, in connection with this authorization and request, the undersigned certifies that each payment proposed to be made on the Payment Schedules is a proper charge against the Escrow Account, is a reasonable amount and has not been heretofore included in a prior Written Authorization and Request for Reimbursement for the Escrow Account.
10. This Written Authorization and Request, including the Payment Schedule attached hereto, shall be conclusive evidence of the facts and statements set forth herein.
11. A copy of this Written Authorization and Request is being kept on file in the official records of the Entity.

The terms used herein which are defined in the Escrow Agreement shall have the respective meanings therein assigned to them.

By: _____

Title: _____

EXHIBIT B-2

I/we, the undersigned authorized officer(s) of the State, do hereby certify and request to the Treasurer as follows:

- 1. I/we have reviewed the foregoing statements of the authorized officer of the Entity attached hereto, and on behalf of the State approve the request for payment from the Escrow Fund made therein; provided that the State has not independently verified the statements of such authorized officer of the Entity attached hereto and makes no representations or certifications with respect thereto.**
- 2. A copy of this Written Authorization and Request is being kept on file in the official records of the State.**

The terms used herein shall have the same meanings assigned to them in the attached statements of the authorized officer of the Entity.

Dated the date appearing at the top of the attached statements of the authorized officer of the Entity.

STATE:

By: _____

Title: _____

EXHIBIT B -3

REIMBURSEMENT SCHEDULE

Check No.	Person or Firm	Amount	Purpose
-----------	----------------	--------	---------

Reimbursement for the above listed payments totaling \$_____ is to be made to _____
_____("Entity") by transfer of funds from the Escrow Account (PTIF#_____) to
(CHECK ONE):

_____ Entity's general account in the Public Treasurer's Investment Fund
(PTIF#); or to

_____ Entity's checking account at _____ ("Bank").
Account number _____

RETAINAGE REQUEST

In addition to the above listed reimbursement, transfer the following retainage amounts:

From Escrow Acct.#	To Retainage Acct.#	For Contractor (name)	#Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Contact Person at time of Wire Transfer _____
(name) (phone #)

UTAH STATE TREASURER
UTAH PUBLIC TREASURERS' INVESTMENT FUND
New Account Application and Change Form

DATE 10/14/04

- A. Title of Account Antimony Town Class IVb Landfill Financial Assurance
- B. PTIF Account Number(s) _____

ACTION:

<input checked="" type="checkbox"/> Create New PTIF Account (Sec. A, C, D, E, F)	<input type="checkbox"/> Change Bank/Account (Sec. A, B, E, F).	<input type="checkbox"/> Add Bank/Account (Sec. A, B, E, F)
<input type="checkbox"/> Change Address (Sec. A, B, D, F)	<input type="checkbox"/> Change Authorized Individuals (Sec. A, B, C, F)	<input type="checkbox"/> Change Internet Access (Sec. A, B, C, F)

C. Individuals Authorized to Make Deposits/Withdrawals:

<u>NAME</u>	<u>TITLE</u>	<u>PHONE</u>	<u>INTERNET ACCESS (Y/N)</u>
1. <u>(Deposit)</u>	<u>Mayor</u>		
2. <u>(Deposit)</u>	<u>Town Clerk</u>		
3. <u>(Withdrawal)</u>	<u>Executive Secretary of Solid & Hazardous Waste</u>		
4. _____			

D. PTIF Statement Mailing Address: P.O. Box 120046 Antimony UT 84712
Attn: Town Clerk

E. Bank (Depository) Information:

New/Additional Bank

Delete Bank

a. Name of Bank _____	Name of Bank _____
b. Account Number _____	Account Number _____
<input type="checkbox"/> Checking <input type="checkbox"/> Savings <input type="checkbox"/> Other _____	

F. Authorization: In accordance with applicable statutes and procedures established by the Utah State Treasurer, we the undersigned hereby authorize the Utah State Treasurer to make the above changes and/or initiate wire and/or automated clearing house (ACH) credit entries and/or debit entries to our bank indicated above. The depository named above is authorized to credit and/or debit the same to such account. This authorization is to remain in full force and effect until the Utah State Treasurer has received written notification from us of its termination.

Signed _____ (Date) _____	Signed _____ (Date) _____
Name _____	Name _____
Title _____	Title _____

TWO SIGNATURES REQUIRED

Please **attach a deposit slip** and return this form to:

Utah State Treasurer's Office
215 State Capitol
Salt Lake City, Utah 84114

RECEIVED

Utah Class IV and VI Landfill Permit Application Form

OCT 18 2004

Part I General Information		APPLICANT: PLEASE COMPLETE ALL SECTIONS.			
I. Landfill Type	<input type="checkbox"/> Class IVa <input type="checkbox"/> Class VI	<input checked="" type="checkbox"/> Class IVb	II. Application Type	<input checked="" type="checkbox"/> New Application <input type="checkbox"/> Renewal Application	UTAH DIVISION OF SOLID & HAZARDOUS WASTE <input type="checkbox"/> Facility Expansion <input type="checkbox"/> Modification
For Renewal Applications, Facility Expansion Applications and Modifications Enter Current Permit Number <u>0106</u>					
III. Facility Name and Location					
Legal Name of Facility <u>Antimony Class IVb Landfill</u>					
Site Address (street or directions to site) <u>1/2 mile East of Main on Parker Road</u>					County <u>Garfield</u>
City <u>Antimony</u>	State <u>UT</u>	Zip Code <u>84712</u>	Telephone <u>435-624-3300</u>		
Township <u>31S</u>	Range <u>2W</u>	Section(s) <u>10</u>	Quarter/Quarter Section <u>SE 1/4</u>	Quarter Section <u>SE 1/4</u>	
Main Gate Latitude <u>111</u> degrees <u>59</u> minutes <u>20</u> seconds			Longitude <u>38</u> degrees <u>07</u> minutes <u>04</u> seconds		
IV. Facility Owner(s) Information					
Legal Name of Facility Owner <u>Antimony Town</u>					
Address (mailing) <u>PO Box 120046</u>					
City <u>Antimony</u>	State <u>UT</u>	Zip Code <u>84712</u>	Telephone <u>435-624-3300</u>		
V. Facility Operator(s) Information					
Legal Name of Facility Operator <u>Calvin Gleave</u>					
Address (mailing) <u>PO 120055</u>					
City <u>Antimony</u>	State <u>UT</u>	Zip Code <u>84712</u>	Telephone <u>435-624-3218</u>		
VI. Property Owner(s) Information					
Legal Name of Property Owner <u>Antimony Town</u>					
Address (mailing) <u>PO Box 120046</u>					
City <u>Antimony</u>	State <u>UT</u>	Zip Code <u>84712</u>	Telephone <u>435-624-3300</u>		
VII. Contact Information					
Owner Contact <u>Town Clerk (K. Schulz)</u>			Title <u>Town Clerk</u>		
Address (mailing) <u>PO Box 120046</u>					
City <u>Antimony</u>	State <u>UT</u>	Zip Code <u>84712</u>	Telephone <u>624-3300</u>		
Email Address <u>antimonytown@yahoo.com</u>			Alternative Telephone (cell or other) <u>624-3316</u>		
Operator Contact <u>Town Clerk (K. Schulz)</u>			Title <u>Town clerk</u>		
Address (mailing) <u>PO Box 120046</u>					
City <u>Antimony</u>	State <u>UT</u>	Zip Code <u>84712</u>	Telephone <u>435-624-3300</u>		
Email Address			Alternative Telephone (cell or other)		
Property Owner Contact			Title		
Address (mailing)					
City	State	Zip Code	Telephone		
Email Address			Alternative Telephone (cell or other)		

Utah Class IV and VI Landfill Permit Application Form

Part I General Information (Continued)																							
VIII. Waste Types (check all that apply) <input type="checkbox"/> Landfill will accept all wastes allowed in Class IV or VI landfills Or landfill will accept only the following wastes <table style="width:100%; border: none;"> <tr> <td style="width: 33%;">Waste Type</td> <td style="width: 33%;">Combined Disposal Unit</td> <td style="width: 33%;">Monofill Unit</td> </tr> <tr> <td><input checked="" type="checkbox"/> Construction & Demolition</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td><input checked="" type="checkbox"/> Tires</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td><input checked="" type="checkbox"/> Yard Waste</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td><input checked="" type="checkbox"/> Animals</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Contaminated Soil</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Other _____</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table> Note: Disposal of dead animals must be approved by the Executive Secretary	Waste Type	Combined Disposal Unit	Monofill Unit	<input checked="" type="checkbox"/> Construction & Demolition	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> Tires	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> Yard Waste	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> Animals	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> Contaminated Soil	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Other _____	<input type="checkbox"/>	<input type="checkbox"/>	IX. Facility Area Facility Area..... <u>10</u> acres Disposal Area..... <u>8</u> acres Design Capacity Years <u>20 plus or minus</u> Cubic Yards <u>300,000</u> <u>cy</u> Tons <u>135,000</u> <u>tons</u>	
Waste Type	Combined Disposal Unit	Monofill Unit																					
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<input type="checkbox"/> Contaminated Soil	<input type="checkbox"/>	<input type="checkbox"/>																					
<input type="checkbox"/> Other _____	<input type="checkbox"/>	<input type="checkbox"/>																					
X. Fee and Application Documents																							
Indicate Documents Attached To This Application <input type="checkbox"/> Facility Map or Maps <input type="checkbox"/> Facility Legal Description <input type="checkbox"/> Plan of Operation <input type="checkbox"/> Waste Description <input type="checkbox"/> Ground Water Report <input type="checkbox"/> Closure Design <input type="checkbox"/> Cost Estimates <input type="checkbox"/> Financial Assurance		<input checked="" type="checkbox"/> Application Fee: Amount \$ <u>0</u> Class VI Special Requirements <input type="checkbox"/> Documents required by UCA 19-6-108(9) and (10)																					
I HEREBY CERTIFY THAT THIS INFORMATION AND ALL ATTACHED PAGES ARE CORRECT AND COMPLETE.																							
Signature of Authorized Owner Representative <u>X Shannon D Allen</u> Name typed or printed <u>Shannon D Allen</u>		<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Title</td> <td style="width: 50%;">Date</td> </tr> <tr> <td><u>Mayor</u></td> <td><u>10/14/04</u></td> </tr> <tr> <td colspan="2">Address</td> </tr> <tr> <td colspan="2"><u>PO Box 120083 Antimony 84712</u></td> </tr> </table>	Title	Date	<u>Mayor</u>	<u>10/14/04</u>	Address		<u>PO Box 120083 Antimony 84712</u>														
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<u>Mayor</u>	<u>10/14/04</u>																						
Address																							
<u>PO Box 120083 Antimony 84712</u>																							
Signature of Authorized Land Owner Representative (if applicable) _____ Name typed or printed _____		<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Title</td> <td style="width: 50%;">Date</td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td colspan="2">Address</td> </tr> <tr> <td colspan="2"> </td> </tr> </table>	Title	Date			Address																
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Address																							
Signature of Authorized Operator Representative (if applicable) _____ Name typed or printed _____		<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Title</td> <td style="width: 50%;">Date</td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td colspan="2">Address</td> </tr> <tr> <td colspan="2"> </td> </tr> </table>	Title	Date			Address																
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PERMIT APPLICATION

ANTIMONY CLASS IVb LANDFILL

October 2004

PREPARED BY: ANTIMONY TOWN

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EXHIBITS

EXHIBIT #1	General vicinity Map
EXHIBIT #2	Project Location Map
EXHIBIT #3	Patent for Property
EXHIBIT #4	Plat of Property
EXHIBIT #5	Landfill Map (Current Status)
EXHIBIT #6	Topographic Map
EXHIBIT #7	Site Plan (Future Development)
EXHIBIT #8	Daily Record Form
EXHIBIT #9	Hazardous/PCB Waste Record Form
EXHIBIT #10	Quarterly Inspection Log

APPLICATION

INTRODUCTION

This report serves as the application for the Antimony Class IVb Landfill located approximately ½ mile east of Antimony, Utah. The purpose of the application is to comply with R315-310-3 Administrative Rules of the Utah Soled and Hazardous Waste Committee, Utah Department of Environmental Quality.

Antimony currently owns 10 acres at the proposed location with plans to operate a Class IVb Landfill/Source Reduction Site. The facility is intended to comply with Garfield County's Solid Waste Management Plan and is capable of servicing the community's current and future needs. The proposed site is located in an area which accommodates residents of Antimony and permits monitoring on a regular basis. In addition, the proposed site is relatively isolated, has a sloping topography, and has positive characteristics when considering precipitation and available cover material. Exhibit #1 is a general vicinity map depicting the proposed site.

RESPONSIBLE PARTIES

The applicant and responsible party for site operation is:

Antimony Town
P.O. Box 120046
Antimony, UT 84712
Attn: Calvin Gleave
Phone: (435) 624-3218

The property owner is:

Antimony Town
P.O. Box 120046
Antimony, UT 84712
Phone: (435) 624-3300

It should be noted that Antimony Town has a cooperative solid waste disposal agreement with Garfield County's Class II landfill located 15 miles away in Johns Valley to handle materials unsuitable for the Town's landfill. Future agreements and alternate management scenarios may require modification of this section of the permit. In addition, the Town may contract site operations with private entities or haulers. Antimony Town will notify the Executive Secretary of any changes in responsible party status at least 30 days prior to their effective date.

GENERAL DESCRIPTION

The Antimony Class IVb Landfill is a natural attenuation facility designed to fulfill the current and future inert solid waste disposal needs of the Antimony area. The facility encompasses a total of 9.99 acres and contemplates service to Antimony and unincorporated areas in the immediate vicinity. Annual average waste volumes are estimated at less than 5 tons per day, and precipitation is less than 15 inches per year. Facility plans are included in other sections of this document; construction specifications may be forwarded under separate cover.

LEGAL DESCRIPTION

The proposed site is legally described as: NW $\frac{1}{4}$, SE $\frac{1}{4}$, Section 10, Township 31 South, Range 2 West, Salt Lake Base and Meridian. A project location map (Exhibit 2). A patent of the property (Exhibit 3) and a Plat of the property (Exhibit 4) further describe the location.

The facility's main gate is located on Dry Wash Road. Lands adjacent to the facility are considered multiple use land controlled by the Bureau of Land Management (BLM). The closest private land exists approximately $\frac{1}{2}$ mile west of the proposed site.

Garfield County's zoning ordinances apply in the vicinity of the proposed Class IVb landfill. A conditional use permit has been obtained from the County; future zoning policies and ordinances will be complied with by the Antimony Class IVb Landfill as they are adopted.

WASTE TYPES/AREAS TO BE SERVED

Waste accepted by the Antimony Class IVb Landfill will be comprised of inert waste, construction/demolition waste, yard waste, dead animals, tires or tire derived material, and other waste approved by the Executive Secretary. However, no conditionally exempt small quantity generator hazardous waste is acceptable. The facility will also temporarily store recyclable materials prior to transportation to regional facilities. Special waste shall only be accepted and handled in accordance with Administrative Rule R315-315 and subject to the conditions of this permit.

Dead animals are the only special waste authorized for permanent disposal at the Antimony Class IVb Landfill. Dead animals received at the facility shall be deposited in a separate disposal trench and will be covered daily with a minimum of six (6) inches of earth to prevent odors and the propagation and harborage of rodents and insects.

Bulky wastes such as car bodies, furniture, and appliances will be stored in a separate area of the landfill for future disposal at a permitted Class I, II or V Landfill or for recycling. At least annually, these items will be removed from the Antimony Class IVb Landfill for disposal or recycling. Currently, local scrap dealers are willing to accept such waste if assistance can be provided in loading the material. Other special wastes identified in the regulations will not be accepted at the facility unless specifically authorized by the Executive Secretary.

The service area may consist of all lands within the legal boundaries of Garfield County and a small number of nearby residents to Piute County. However, considering the location of the facility and additional solid waste disposal facilities being permitted in other areas of the County, it is anticipated the service area will be practically limited to residents of the Antimony area. Exhibit 2 illustrates the service area for the Antimony Class IVb Landfill.

PLAN OF OPERATION

The Plan of operation required by Subsection R315-202-2 can be found in other portions of the application.

FINANCIAL ASSURANCE

A detailed financial assurance plan as required by R315-309 is included in other sections of this document. Prior to issuance of the permit for the Antimony Class IVb Landfill, Antimony Town will establish a dedicated escrow account with satisfactory controls approved by the Executive Secretary for financial assurance sufficient to assure adequate closure. Withdrawal and use of the funds shall be for closure operations and may be used for other landfill purposes if minimum financial assurance requirements for closure and post-closure are exceeded. The account will be established with a balance of \$2,000.00. Antimony Town reserves the right to alter the financial assurance mechanism as bonds, insurance, guarantees and other vehicles that become available.

PRELIMINARY ENGINEERING REPORT

REQUIRED MAPPING

A map complying with the requirements of R315-310-4(2)(a)(I) and depicting the boundaries of the landfill unit, borrow and fill areas has been included as Exhibit 6. Groundwater monitoring wells and landfill gas monitoring points are not required for Class IVb Landfills and do not appear on the map.

A USGS topographic map (Exhibit 2) complying with the requirements of R315-310-4(2)(a)(ii) is also included with this submittal.

ZONING STATUS

Garfield County zoning ordinances apply in the vicinity of the proposed Class IVb Landfill. A conditional use permit has been issued, and future policies and ordinances will be complied with by the Antimony Class IVb Landfill. The land use and zoning classification for the Antimony Class IVb Landfill and surrounding area are classified "Multiple Use" by the BLM and USFS.

SOLID WASTE MANAGEMENT COMPLIANCE

The Garfield County Solid Waste Management Plan required by Senate Bill 255 identifies the need for development of several Class IVb Landfills capable of long term service in the planning area. The plan further recommends that development of the facilities be made a top priority in the coming years. Antimony Class IVb Landfill is the partial fulfillment of that recommendation and is in complete compliance with the County's Solid Waste Management Plan.

SERVICE AREA

The service area for the Antimony Class IVb Landfill may consist of all lands within the legal boundaries of Garfield County and a small number of nearby residents of Piute County. However, considering the location of the facility and additional solid waste disposal facilities being permitted in other areas of the County, it is anticipated the service area will be practically limited to residents of the Antimony area. Exhibit 2 illustrates the primary service area for the Antimony Class IVb Landfill.

RECORDED PLATS

Plats and a statement of fact concerning the location of any disposal site shall be recorded as part of the record of title with the County Recorder not later than 60 days after certification of closure. Records and plans specifying solid waste amounts, location and periods of operation may be kept and may be available for public inspection.

ACCEPTABLE WASTE TYPES

The Antimony Class IVb Landfill will not accept any other form of waste except construction/demolition wastes, yard waste, inert waste, dead animals, tires or tire-derived materials. Containerized liquids larger than household size (5 gallons), no containerized liquids, sludge containing liquids, or any waste containing free liquids in containers larger than household size are prohibited at the landfill. Specifically, conditionally exempt small quantity generator hazardous waste will not be accepted. Recyclable metals and other commodities may be temporarily stored in designated areas of the facility until they can be transported to an authorized recycling/disposal facility.

ACCESS CONTROL

Owner and operators of the Antimony Class IVb Landfill will employ measures to prevent the disposal of unauthorized waste by insuring that at least one person is on site during hours of operation. Unauthorized access and disposal during closed periods will be prevented by controlling entry. Lockable gates, fences, natural barriers, berms and other methods will be employed to insure access to the facility is controlled.

EMISSION PREVENTION

Appropriate measures to prevent emissions of fugitive dust will be employed when weather conditions or climate indicate that transport of dust off-site is liable to create a nuisance. Preventative measures may include watering access roads and covering wastes with soil.

FIRE PREVENTION

The hazard of unauthorized fires will be reduced by covering wood, timbers, and other combustible material with soil as needed. A specific portion of the landfill will be set aside for yard wastes. These wastes may be burned during appropriate times of the year (March 30-May 30 and September 15-October 30) or chipped for future use. Burning will only be conducted under the direction of the Town Fire Chief and in accordance with State Law.

CLOSURE

Closure operations will be performed on an ongoing basis. When a portion of the landfill attains final elevation, and sufficient working area exists to place final cover, closure operations will be initiated. Closure will consist of leveling the wastes to the extent practicable and filling any voids posing a physical hazard. Contouring necessary to produce an aesthetic appearance may also be conducted. Wastes will then be covered with additional soil to a minimum total depth of 2 feet, including 6 inches of topsoil. An alternate cover system may be implemented, if it can be demonstrated it meets applicable standards. Construction of the final cover will be performed with on-site personnel or may be contracted with private enterprise.

Closed portions of the landfill may be seeded with grass, shallow rooted vegetation, native vegetation, or covered in another manner approved by the Executive Secretary. Closed areas will be randomly examined as part of the quarterly inspection. Any deficiencies will be repaired as soon as practical. For those failures which jeopardized the environmental integrity of the facility, corrective measures will be initiated immediately.

No alternate land use for closed sections has been developed to date. Closed cells will remain under the jurisdiction of the landfill manager and the property owner. If alternate land use plans developed, they will be addressed during the permit renewal process, or a separate permit modification may be submitted.

CLOSURE PLAN

CLOSURE SEASON AND YEAR

Closure operations at the Antimony Class IVb Landfill will be performed on an ongoing basis. Adequate capacity exists at the landfill to continue operation for many years. A final closing date cannot be determined at this time. Ongoing closure operations will generally be performed from May through October, the normal frost-free construction period, or as weather permits. An area that has achieved final elevation will be closed to further use. The Town will notify the Executive Secretary no later than 60 days prior to the closing of an area. The Town will begin implementation of the Closure Plan within 180 days.

FINAL COVER, SEEDING, CONTOURING

Closure operations will consist of leveling, contouring, placement of appropriate covers and seeding as necessary to reduce infiltration and preserve the integrity of the completed areas of the landfill. Areas of the landfill reaching final elevation will be closed. Closure operations will include leveling and contouring using intermediate cover to reduce infiltration and ponding. Excess material may be stripped and utilized in other operations or left in place. After grading operations promoting drainage are complete, earthen material which increases the total cover depth to 2 feet including 6 inches of topsoil will be installed. The final slope of the landfill will be at least 6% and no more than 33%. Upon completion of the covering operations, closed areas will be seeded. The seed mixture shall be developed after consultation with local range specialists and verifying availability of local seed markets. Recently closed sections of the landfill will be evaluated as part of the quarterly inspection process and will be placed on post-closure status.

SITE CAPACITY

Site capacity for the entire Antimony Class IVb Landfill is estimated to be 135,000 tons. Assuming the initial 10 acre parcel, trench style operation (40-ft Bottom width, 4:1 side slopes, 30-ft depth), three 8.5-foot lifts of waste with 1.5 foot intermediate cover, and an average density of 900 lbs. Per cubic yard, waste volumes can be estimated at 300,000 cubic yards of 135,000 tons.

ACTIVE FILL VERSUS CLOSED AREA

The active area of the Antimony Class IVb Landfill is not anticipated to exceed 1.5 acres, with normal operations generally confined to less than 1.0 acre. The closed portion of the landfill will initially be 0 acres and may increase as much as 1.0 acre per year during the life of the facility. For the five year life of this permit the closed to active ratio would range from 0 to 3.3.

CLOSURE TIMING AND NOTIFICATION

Closure activities at the Antimony Class IVb Landfill will be performed on an ongoing basis. The Executive Secretary will be notified 60 days in advance of a planned closure activity. Closure activity progress will be reported to the Division of Solid and Hazardous Waste.

INSPECTIONS

Inspections by regulatory agencies shall be as described in other sections of this permit. The permittee shall allow the Executive Secretary of the Utah Solid and Hazardous Waste control Board or an authorized representative, including representatives from the local District Health Department, upon presentation of appropriate credentials, to enter during operating hours and/or inspect at reasonable times any facilities, equipment, practices, or operations regulated or required under this permit.

A record of the inspection may be made by photographic, videotape, electronic or other reasonable means, and a copy of any such record shall be provided to the owner and operator.

CLOSURE COST AND MECHANISMS

Closure costs were estimated using projections for a third party to perform the work and considering the largest area of the disposal facility requiring final cover during the operating period. Cover operations consist of filling, covering, grooming, seeding and inspection. Closure costs are estimated at \$2,000.00; the proposed funding mechanism is a dedicated escrow account.

RUN-ON AND RUN-OFF SYSTEMS

No technical devices are proposed to control run-on and run-off systems at the Antimony Class IVb Landfill. Best management practiced will be implemented to minimize infiltration and assure the integrity of the run-on/run-off system. Run-on and run-off from events smaller than the 25 year storm will be controlled.

Run-on control consists of a perimeter diversion dike constructed along the edges of the active area and utilizes natural topography to intercept any surface waters and channelize potential run-on away from areas containing waste.

Inside the dikes, contouring which contains precipitation will provide additional assurance against potential surface water impacts. The dike will be constructed of native materials and will have a minimum base width of 4 feet and a minimum height of 1 foot. Additional control berms may also be constructed on the edge of the construction/demolition area to separate yard waste areas.

Run-off will be controlled by containing accumulated precipitation within the active area. During the active life of a cell, run-on control dikes will also serve as run-off control berms. Contouring will be performed to channelize surface waters to appropriate areas for dissipation. After closure, final cover will be graded to promote drainage and surface flows will not be permitted to contact waste. Considering the extremely limited precipitation, native soil characteristics, and the inert nature of acceptable wastes, run-on/run-off control features for the facility are more than adequate.

PLAN OF OPERATION

INTRODUCTION

This document constitute the plan of operation for the Antimony Class IVb Landfill and is intended to comply with guideline R315-302-2(2) of the Utah Division of Solid and Hazardous Waste Administrative Rules. Technical questions and comments may be directed to:

Calvin Gleave
P.O. Box 120055
Antimony, UT 84712
(435) 624-3300

SIGNAGE

A sign will be posted at the landfill entrance which includes name of facility, hours the facility is open for public use, unacceptable materials (no hazardous waste, no liquids and no household waste will be accepted) and an emergency phone number. Additional signs may be posted inside the landfill to provide additional direction for customers.

HANDLING PROCEDURES

One of the purposes of the Antimony Class IVb Landfill is to expand integrated solid waste management techniques near Antimony. The facility will be separated into various disposal areas including:

1. Yard Wastes
2. Construction/Demolition Waste
3. Dead Animals
4. Recyclable Metal
5. Other Categories as Need and Markets Develop

Yard wastes are vegetative matter resulting from landscaping, land maintenance, and land clearing operations including grass clipping, prunings and other discarded material generated form yards, gardens, parks, farms and similar types of facilities. This type of waste does not include garbage, paper, plastics, sludge, septage or manure.

Yard wastes brought to the landfill will be placed in the designated area, separated by type (chippable tree limbs & bushes, grass clippings, and trees, trunks & stumps). The material will be held until it can be burned, chipped, or placed at the working face of the landfill. All burning will be done in accordance with Utah State Law and under the direction of the Town Fire Chief and during the periods of March 30 through May 30 and September 15 through October 30. No trash, rubbish, tires or oil may be used to start fires. Open burning is prohibited at the landfill, so yard wastes must be separated from the working area prior to burning. Separation may occur through the use of berms, trenches, roads, buffer zones, pits or appropriate fences. Trees, trunks and stumps may be cut and used for heating fuel, slope protection, barriers

or in other approved projects. Grass clippings and chipped material may be distributed for landscaping projects, soil amendments or other appropriate uses, including cover in other areas of the facility. Yard wastes which are not used or disposed of within one year will be transferred to the construction/demolition area for final disposal.

Construction/demolition material, including fencing designated for disposal, will be brought to the working face where it will be dumped and spread. Large timbers and recyclable lumber will be separated and held for reuse. This waste will be covered as needed for protection against fire hazard, blowing litter, odors and the propagation and harborage of rodents and insects. The cover material will be comprised of six (6) inches of earthen material. No fires will be permitted within this area of the landfill. Blowing litter will be collected on a routine basis.

Dead animals will be handled in accordance with Administrative Rules 315-315. Dead animals received at the facility shall be deposited in a separate disposal trench. All dead animals will be covered daily with a minimum of six (6) inches of earth to prevent odors and the propagation and harborage of rodents and insects. When the situation arises that dead animals must be delivered to the facility during closed periods, generators will be required to contact the owner and arrange for a landfill operator to be present during disposal. Permission for entry may be granted after pertinent information including date, name of generator, number and type of animals disposed of is provided.

Animals delivered to the landfill under this scenario will be covered with six (6) inches of earthen material no later than 24 hours after disposition.

Bulky wastes including large appliances, furniture, car bodies and recyclable metals may be stored at the facility temporarily while a sufficient volume is being collected for transportation to a recycling facility or end user. These materials will be stored for up to one year and then transported to a facility permitted for final disposal of these materials. Batteries and fluids will be removed from car bodies prior to acceptance at the landfill.

Recent changes in the solid waste regulations permit acceptance of tire and/or tire-derived material at Class IVb facilities. Tires and tire-derived material will be received and treated as construction/demolition waste until such time that hauling to a recycler becomes feasible. No more than four (4) whole tires will be accepted at one time from any generator as provided in Section 320-3 of the Rules.

Equipment to be used at the facility will consist primarily of a grader, a dump truck, a bulldozer and a backhoe hired by Antimony Town. When additional equipment is needed, it will be hired by Antimony Town. Chippers and other processing equipment will be acquired as funds and needs dictate.

INSPECTIONS AND MONITORING

At least one employee will be on site to perform inspection and monitoring functions during all times the facility is open to the public. Inspection and monitoring at the Antimony Class IVb Landfill will be conducted in two components: (1) routine and (2) compliance. Routine inspections will be conducted on each incoming load of material as it enters the facility and is deposited to prohibit receipt of unacceptable wastes. In addition, random checks will be made during deposition, spreading and covering operations to insure protection of the environment and absence of nuisances. Waste screening inspections will be made by trained personnel; operational inspections will be made by supervisory landfill personnel.

Compliance inspections will be conducted quarterly to assess the integrity of cover, the condition of side slopes and vegetative cover and the impacts of erosion. In addition, the detailed quarterly inspection will include a review to verify compliance with all permit conditions and state and federal regulations.

FIRE/EXPLOSION CONTINGENCY PLAN

In the event of a fire or an explosion that prohibits deposition of incoming waste in the existing cell, the landfill will be closed, and incoming will be diverted to an alternate facility. Alternate facilities may include other permitted Class IVb landfills in the area, the John' Valley Landfill, the Wayne County Landfill, the Sevier County Landfill or other future landfill facilities. Upon resolution of the unexpected event, the facility will be reopened.

Landfill fires and explosions are difficult to control and require different techniques than many incidents handled by local volunteer fire departments. For this reason, fires and/or explosions at the Antimony Class IVb Landfill will be managed by landfill personnel. However, local fire departments will respond to provide assistance, if requested, by the landfill manager. The outline for procedures to follow in case of fire or explosion is:

1. Secure Affected Area
2. Divert Incoming Waste
3. Isolate Fire/Explosion
4. Suppress Incident If Possible
5. Request Additional Assistance if Needed
6. Report and Record Necessary Information

CORRECTIVE ACTION FOR CONTAMINATED GROUNDWATER

This section describes corrective actions to be taken by owners and operators of the Antimony Class IVb Landfill to regain compliance with

protective levels of the permit in the event releases are discovered and acceptable concentration limits for groundwater are exceeded.

No monitoring wells are proposed for the Antimony Class IVb Landfill. However, if the concentrations of parameters in down gradient wells exceed the acceptable concentration limits as substantiated by confirmatory analyses, owners and operators of the Antimony Class IVb Landfill will implement a corrective action program as outlined in Rule 315-308.

CONTIGNECY PLAN FOR OTHER RELEASES

This section describes corrective actions to be taken by the Antimony Class IVb Landfill to regain compliance with the protection levels of the permit in the event releases are discovered and acceptable concentration limits are exceeded.

When the concentration of parameters exceed acceptable limits as substantiated by confirmatory analyses, owners and operators of the Antimony Class IVb Landfill will implement a corrective action program approved by the Executive Secretary.

EQUIPMENT MAINTENANCE

Active collection systems for leachate and/or explosive gases are not proposed for the Antimony Class IVb Landfill. Therefore, no maintenance will be required for these items. Maintenance of the equipment used in day to day operations will be performed by landfill employees or contracted mechanics in accordance with manufacturers recommendations and industry practices.

RUN-ON/RUN-OFF CONTROL

Antimony Town will control the run-on and run-off resulting from the 25-year event from contacting solid waste and leaving the landfill. This will be accomplished through a series of best management practices. Each cell will be surrounded with berm style stockpiling of excess excavated material. The berms will vary in height and will prevent unanticipated flow of surface waters into the active areas of the facility.

In addition to the berms, additional measures including ditches and contouring will be implemented to direct surface drainage to desired areas.

EXCLUSION OF HAZARDOUS WASTE

As a rural Class IVb Landfill, the Antimony facility is in a favorable position regarding exclusion of hazardous waste. Generally, all waste will be delivered by local, known generators and the waste will be observed as it is deposited. During periods the landfill is open to the public, at least one percent of the vehicles and other suspicious loads will be directed to dispose of their material near the working face in a manner that permits inspection. The waste generator will be detained while the load is inspected; if unacceptable hazardous substances are encountered, appropriate authorities will be contacted. Considering the population served, waste volumes generated, and complexity of the solid waste stream, these measures are considered to be adequate.

A section documenting the results of the formal inspections outlined above has been included as part of the daily record forms (Exhibits 8 and 9). Including hazardous/PCB waste records on the daily record forms will allow landfill managers to incorporate inspections into their daily routine and will permit regulators to review inspection patterns efficiently while examining waste volumes.

DISEASE VECTOR CONTROL

The waste accepted at a Class IVb Landfill should not attract possible disease vector animals. The primary method for disease vector control at the Antimony Class IVb Landfill will be limiting wastes to those types approved by the permit and providing an appropriate cover as needed to prevent fires. The cover consist of a 6-inch minimum layer of earthen material over dead animals or an alternate cover approved by the Secretary.

Rodents and other vermin will not be permitted to burrow in the active area of the landfill; and trapping or extinction methods will be implemented to protect the integrity of the disease vector control program.

ALTERNATIVE DISPOSAL

Alternative waste handling procedures for periods when the landfill is not in operation will be similar to procedures for fires and explosions. Waste will be diverted to alternate disposal sites. Alternate facilities may include other permitted Class IVb Landfills in the area, the John's Valley Landfill, the Wayne County Landfill, the Sevier County Landfill or other future landfills. Procedures will continue in this manner until operations at the landfill can return to normal.

In the event of equipment breakdown that cannot be repaired in a reasonable time frame, equipment will be borrowed from contributing entities or hired from local distributors. It is the intent of the owners and operators to have dedicated equipment at the landfill over a period of time and to acquire appropriate backup equipment.

CLOSURE/POST CLOSURE

Closure of active portions of the Antimony Class IVb Landfill contemplates controlling, minimizing and eliminating threats to human health and the environment from post-closure escape of solid waste constituents, leachate, landfill gases, contaminated runoff, or waste composition products of the ground, groundwater, surface water and the atmosphere. When an area of the landfill reaches final elevation, it will be covered within 2 months with 12 inches of intermediate cover and graded to promote drainage.

The surface shall be free from ponding and shall minimize infiltration. Not more than 4 months after completion of the intermediate cover, the area will be covered with a minimum of 24 inches of earthen material including 6 inches of material capable of supporting vegetative growth. Following final closure, Antimony Town will submit to the Executive Secretary modified plan sheets representing changes resulting from final closure and certification that the unit has been closed in accordance with the approved closure plan.

Post-closure care of inactive sections of the landfill will consist of maintaining the integrity of the final and vegetative covers. Any areas subject to erosion will also be corrected; and appropriate measures will be implemented to identify and eliminate the source. Groundwater monitoring, leachate collection, and gas collection are not proposed for the Antimony Class IVb Landfill. Therefore, closure and post-closure activities associated with these functions will not be performed. Semi-annual monitoring of inactive sections of the landfill will continue for 30 years or as long as deemed necessary by the Executive Secretary. At the end of the monitoring period, Antimony Town will certify to the Executive Secretary that the required monitoring has been completed and state why additional monitoring is no longer necessary. Upon inspection and approval, the Executive Secretary will authorize that post-closure care may be discontinued.

FINANCIAL ASSURANCE

A financial assurance plan has been developed for the Antimony Class IVb Landfill and is contained in other sections of this document. The plan consists of insuring that sufficient funding is available within 5 years of initial solid waste receipt for the closure of the largest area of the landfill that is active at any time. Cost estimates were developed considering a third party performing the work.

TRAINING AND SAFETY PLAN

Each manager and employee is required to read the landfill application and permit prior to assuming duties related to landfill operations. Safety procedures will conform to OSHA guidelines; and personnel will be encouraged to participate in additional landfill management, waste screening, safety and first aid workshops.

RECYCLING

Recycling means extracting valuable materials from the waste stream and remanufacturing them into useable products. Technical recycling expertise is not available and reliable recycling markets do not exist for solid waste disposed of at the Antimony Class IVb Landfill. In an effort to promote source reduction and future recycling, large appliances, car bodies, and some ferrous metals will be stored onsite until they can be transported to an appropriate recycling/salvage facility. Compostable material may be diverted to areas designated for mulching. However, no formal recycling or remanufacturing program is anticipated for this facility.

ACCESS CONTROL AND ON-SITE PERSONNEL

Fencing will be placed around accessible portions of the active cell and any closed areas with a lockable gate provided at the main entrance to the facility. The fence will consist of at least four strands of barbed wire. The absence of any roads and existing topography surrounding the site eliminate the possibility of unauthorized vehicular traffic. Scavenging within the landfill will not be permitted. Litter be collected periodically by landfill personnel to prevent a fire hazard and an aesthetic nuisance.

Landfill personnel will be on-site during all hours the facility is open to the public. The proposed schedule for the initial operation of the Antimony Class IVb Landfill is:

Wednesday and Saturday

Noon to 4 P.M.

Authorized collection vehicles operated by personnel under contract with the landfill and containing construction waste, yard waste, dead animals or waste tire material may be entering the landfill when the facility is not open to the public. Waste will not be accepted from the public during these periods. The proposed schedule is an approximation and will be reviewed when the facility becomes operational. The Town intends to revise the scheduled operation of the landfill as the need arises and solid waste volumes dictate.

USAGE FEES AND REVENUE

The Antimony Class IVb Landfill will be operated by Antimony Town. All revenues generated from the operation of the landfill will be used exclusively for the management of the facility.

MAINTENANCE OF RECORDS

All records of the landfill operation will maintained in the offices of Antimony Town.

1. Daily Record Forms showing wasted received.
2. Daily Record Forms showing inspections for hazardous and PCB waste.
3. Deviations from approved Plan of Operation.
4. Training and notification procedures.
5. Quarterly Inspection Log by landfill operator.
6. Cost estimates and financial assurance documentation.

FINANCIAL ASSURANCE PLAN

INTRODUCTION

This section of the permit describes compliance with Subsection R314-390, Financial Assurance of the Administrative Rules for Solid Waste Permitting and Management. Cost estimates consider the most expensive option during the period and are based on a third party performing closure and post-closure care.

MECHANISMS

Antimony will establish a dedicated escrow/capital improvement account through the State Treasurers Office for the Antimony Class IVb Landfill. The account will be initially funded with a deposit of \$2,000. A minimum of an additional \$2,000 will be deposited annually until the fund contains the required closure and post closure care amount identified below. The Executive Secretary will be permitted to examine any transactions affecting the integrity of the account. Funds in excess of the estimate costs listed below may be used for capital improvements, to offset rate increases, operational expenses and other items deemed necessary by landfill managers. The Antimony Class IVb Landfill may alter the mechanism to include insurance, surety bonds, trust funds or other options as they become feasible with Executive Secretary approval.

COST ESTIMATE

Cost estimates were developed considering the maximum amount of earthen material required to fill the three active pits. The combined material would be approximately 1900 cubic yards which is maintained adjacent to each pit location. Final coverage would consist of pushing this material into the adjacent pit. Following coverage, an area of approximately 700 square yards would have to be revegetated. Using projections of a third party to perform the work, it is estimated that the cost to complete this project would be less than \$2,000.00 allowing for contingencies.

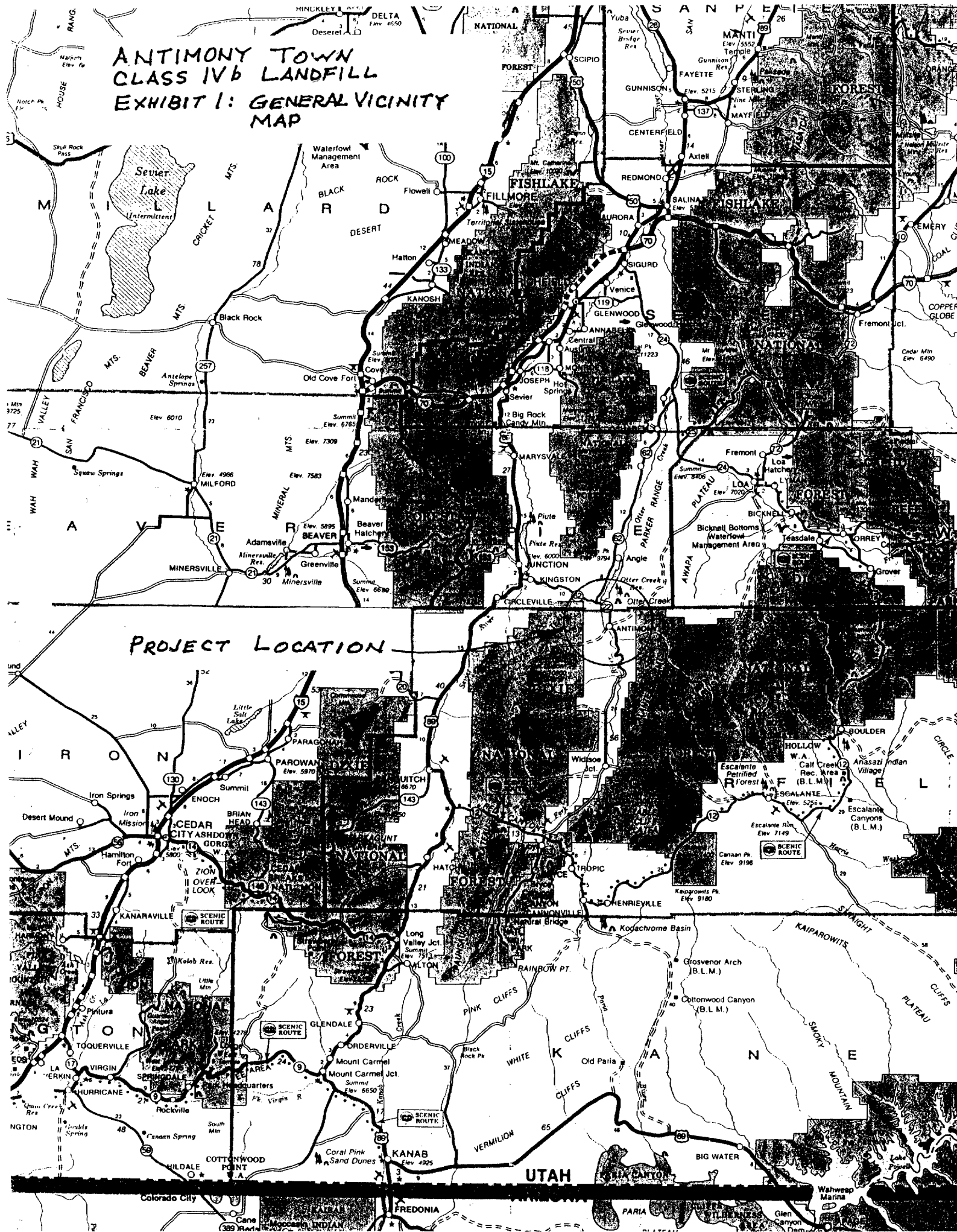
Estimated costs are described below:

Fill open pits (4 hours @ \$80/hour)	\$320.00
Cover area with appropriate material:	
Material cost(165 cu. Yds.) soil	\$200.00
Load material (5 hours@\$45/hour)	\$225.00
Haul 165 yards(12hours@\$50/hour)	\$600.00
Spread material(4hours@100/hour)	\$400.00
Revegetate area:	
Seed	\$ 50.00
Spread seed (4hours@\$30/hour)	\$120.00
Post Closure Care	
Semi annual inspections 30 years	\$6,000.00
Anticipated repairs	\$2,000.00
TOTAL	\$9,915.00

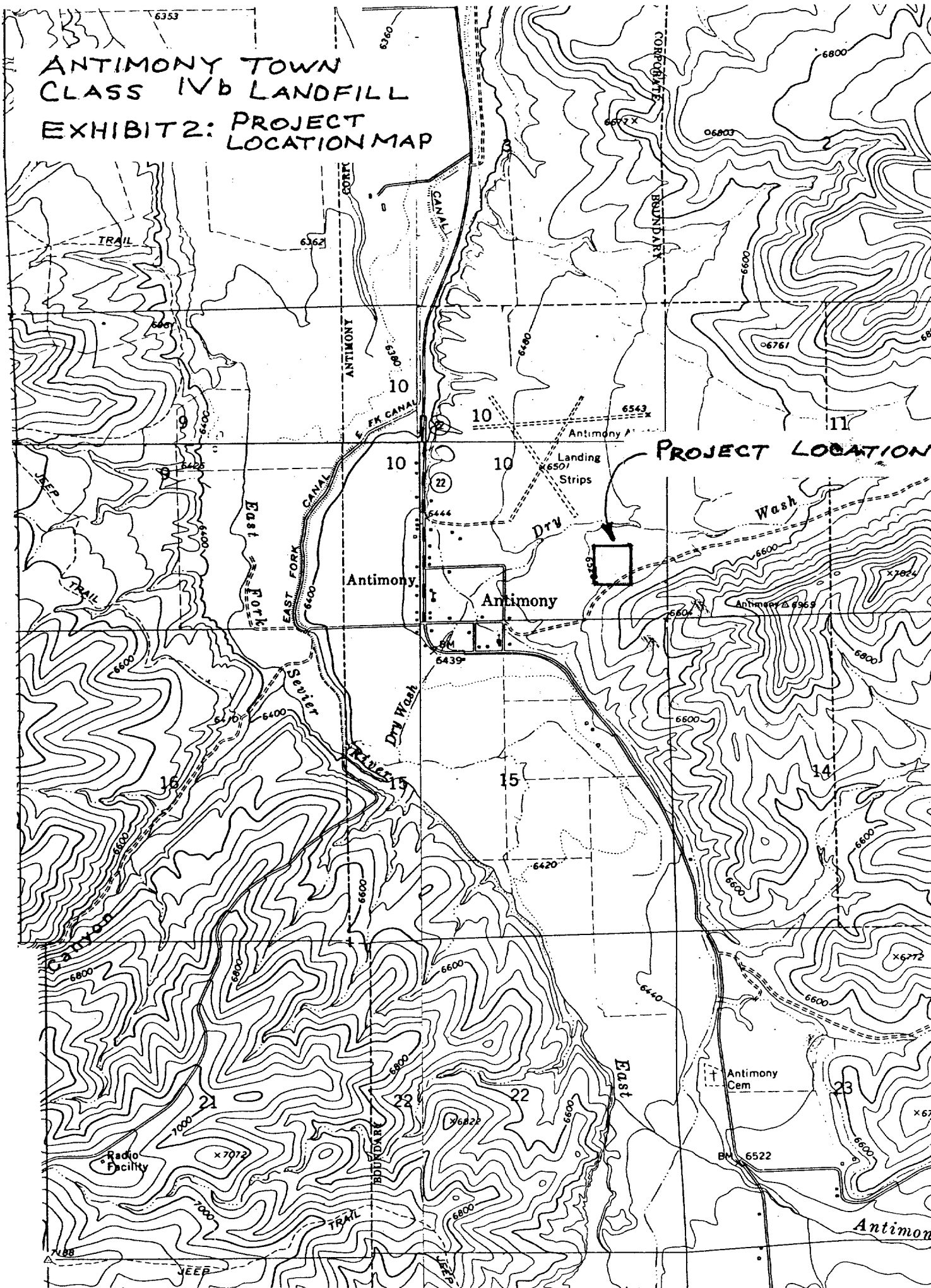
EXHIBITS

EXHIBIT	#1	General Vicinity Map
EXHIBIT	#2	Project Location Map
EXHIBIT	#3	Patent for Property
EXHIBIT	#4	Plat for Property
EXHIBIT	#5	Landfill Map (Current Status)
EXHIBIT	#6	Topographic Sketch
EXHIBIT	#7	Site Plan(Future Development)
EXHIBIT	#8	Daily Record Form
EXHIBIT	#9	Hazardous/PCB Waste Record Form
EXHIBIT	#10	Quarterly Inspection Log

ANTIMONY TOWN CLASS IVb LANDFILL EXHIBIT 1: GENERAL VICINITY MAP



ANTIMONY TOWN
CLASS IVb LANDFILL
EXHIBIT 2: PROJECT
LOCATION MAP



The United States of America

To all to whom these presents shall come, Greeting:

Utah 71137-03

WHEREAS,

Antimony Town, Utah

is entitled to a land patent pursuant to the Recreation and Public Purposes Act of June 14, 1926 (44 Stat. 741), as amended and supplemented (43 U.S.C. 869; et. seq.), for the following described land:

Salt Lake Meridian, Utah

T. 31 S., R. 2 W.,

sec. 10, NW $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$.

containing 10.00 acres

NOW KNOW YE, that the UNITED STATES OF AMERICA, in consideration of the premises, and in conformity with said Act of Congress, HAS GIVEN AND GRANTED, and by these presents DOES GIVE AND GRANT unto the said Antimony Town, Utah, the land above described for use as a solid waste transfer station: TO HAVE AND TO HOLD the same, together with all rights, privileges, immunities, and appurtenances, of whatsoever nature, unto belonging, unto the same Antimony Town, Utah, forever; and

EXCEPTING AND RESERVING TO THE UNITED STATES:

1. A right-of-way thereon for ditches or canals constructed by the authority of the United States. Act of August 30, 1890 (43 U.S.C. 945).
2. All minerals, including oil and gas, with the right to prospect for, mine and remove the same. The Secretary of the Interior reserves the right to determine whether such mining and removal of minerals will interfere with the development, operation and maintenance of the transfer station.

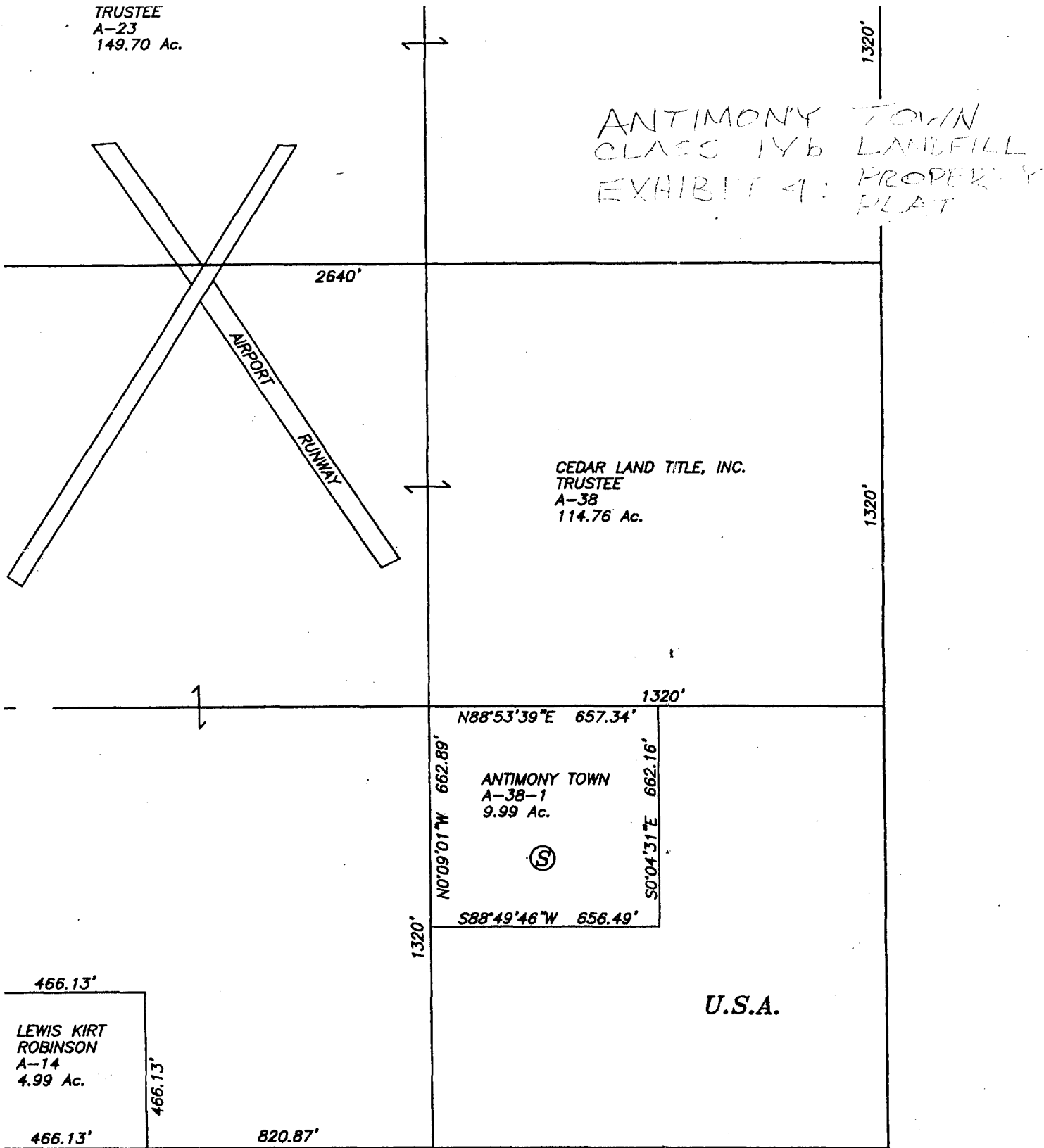
Antimony Town, Utah, its successors or assigns, assumes all liability for and shall defend, indemnify, and save harmless the United States and its officers, agents, representatives, and employees (hereinafter referred to in this clause as the United States), from all claims, loss, damage, actions, causes of action, expense, and liability (hereinafter referred to in this clause as claims) resulting from, brought for, or on account of, any personal injury, threat of personal injury, or property damage received or sustained by any person or persons (including the patentee's employees) or property growing out of, occurring, or attributable directly or indirectly, to the disposal of solid waste on, or the release of hazardous substances from T. 31 S., R. 2 W., SLM, sec. 10, NW $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$, regardless of whether such claims shall be attributable to: (1) the concurrent, contributory, or partial fault, failure, or negligence of the United States, or (2) the sole fault, failure, or negligence of the United States.

ANTIMONY TOWN
CLASS IVb LANDFILL

Patent Number 43-95-0018

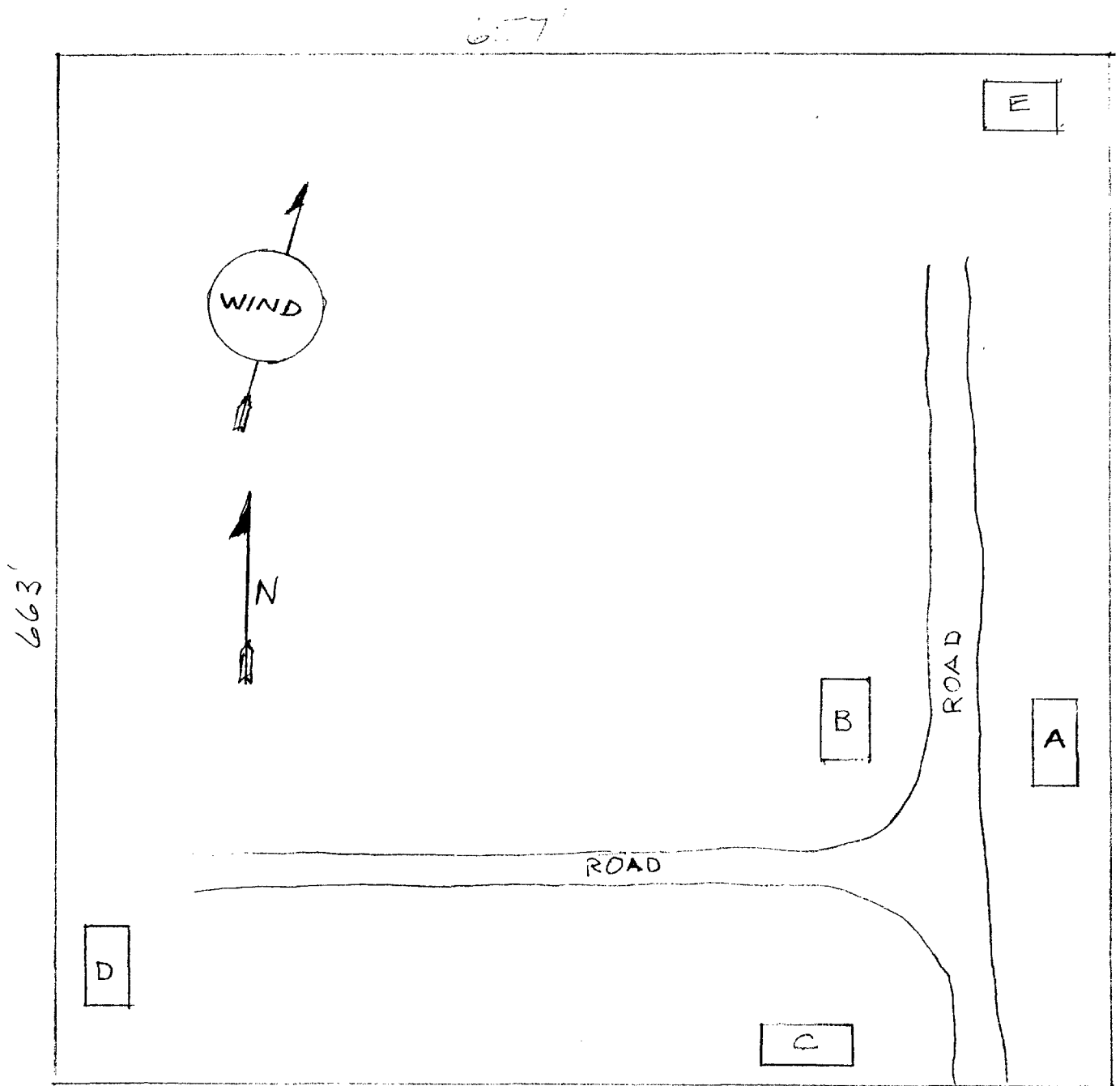
EXHIBIT 3: PROPERTY
PATENT

TRUSTEE
A-23
149.70 Ac.



33'

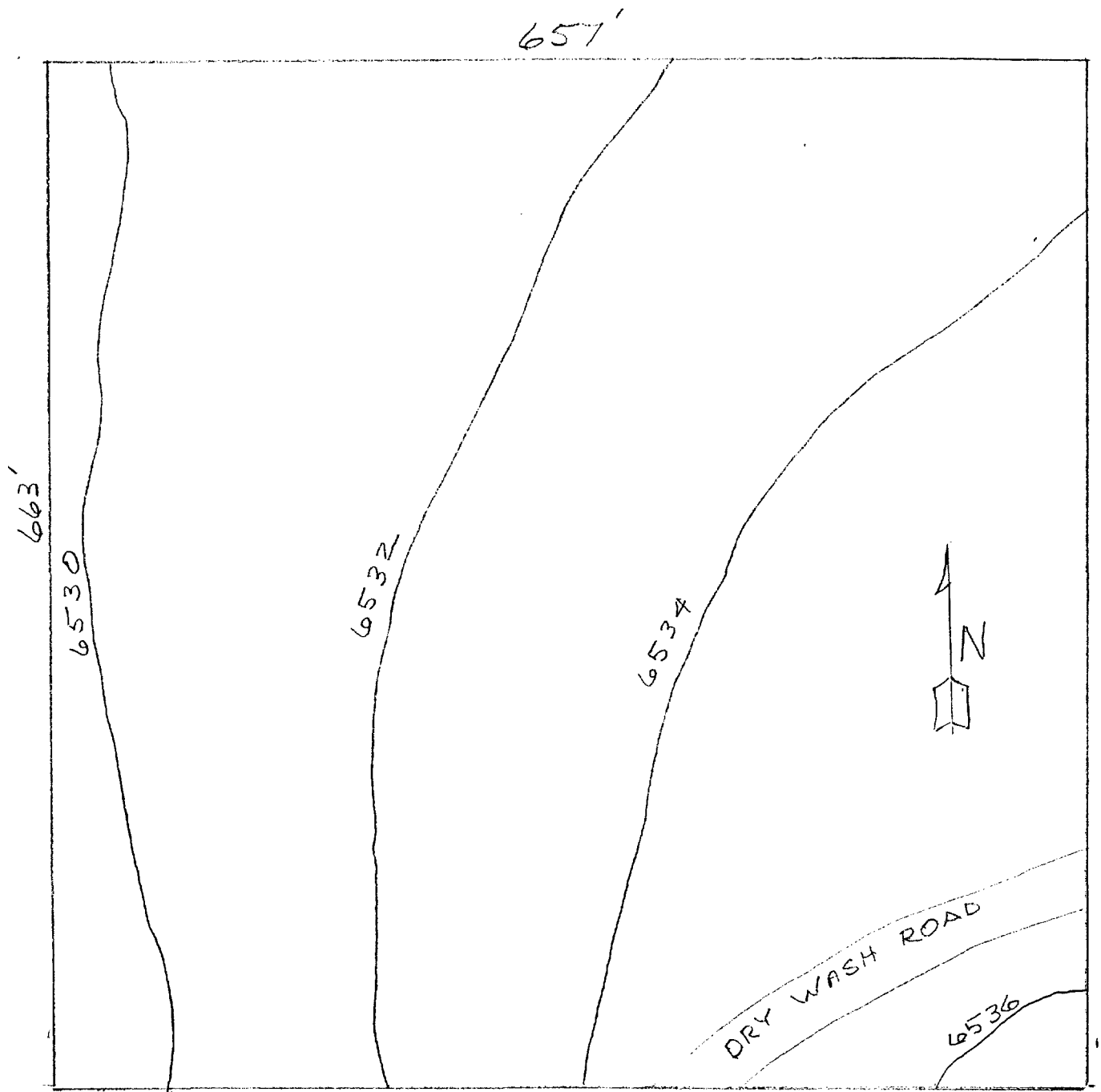
U.S.T.C. PROVAL DATE:	PLAT DEPARTMENT	ANTIMONY TOWN		BOOK	PAGE
	GARFIELD COUNTY, UTAH	SECTION 10 T.31S. R.02W.		A-3	
		DRAWN BY: L.B.	DATE: 0-96	SCALE: 1"=400'	



SCALE: 1" = 100'

- A = METAL STORAGE (30'x60') (200 SQ YDS)
- B = CLEAN GREEN YARD WASTE (10'x50') (55 SQ YDS)
- C = PREVIOUSLY USED YARD WASTE 1" (10'x50') (55 SQ YDS)
- D = CONSTRUCTION/ DEMOLITION WASTE (10'x50') (55 SQ YDS)
- E = DEAD ANIMAL PIT (10'x30') (33 SQ YDS)

ANTIMONY TOWN
CLASS IVb LANDFILL
EXHIBIT 5: CURRENT
STATUS

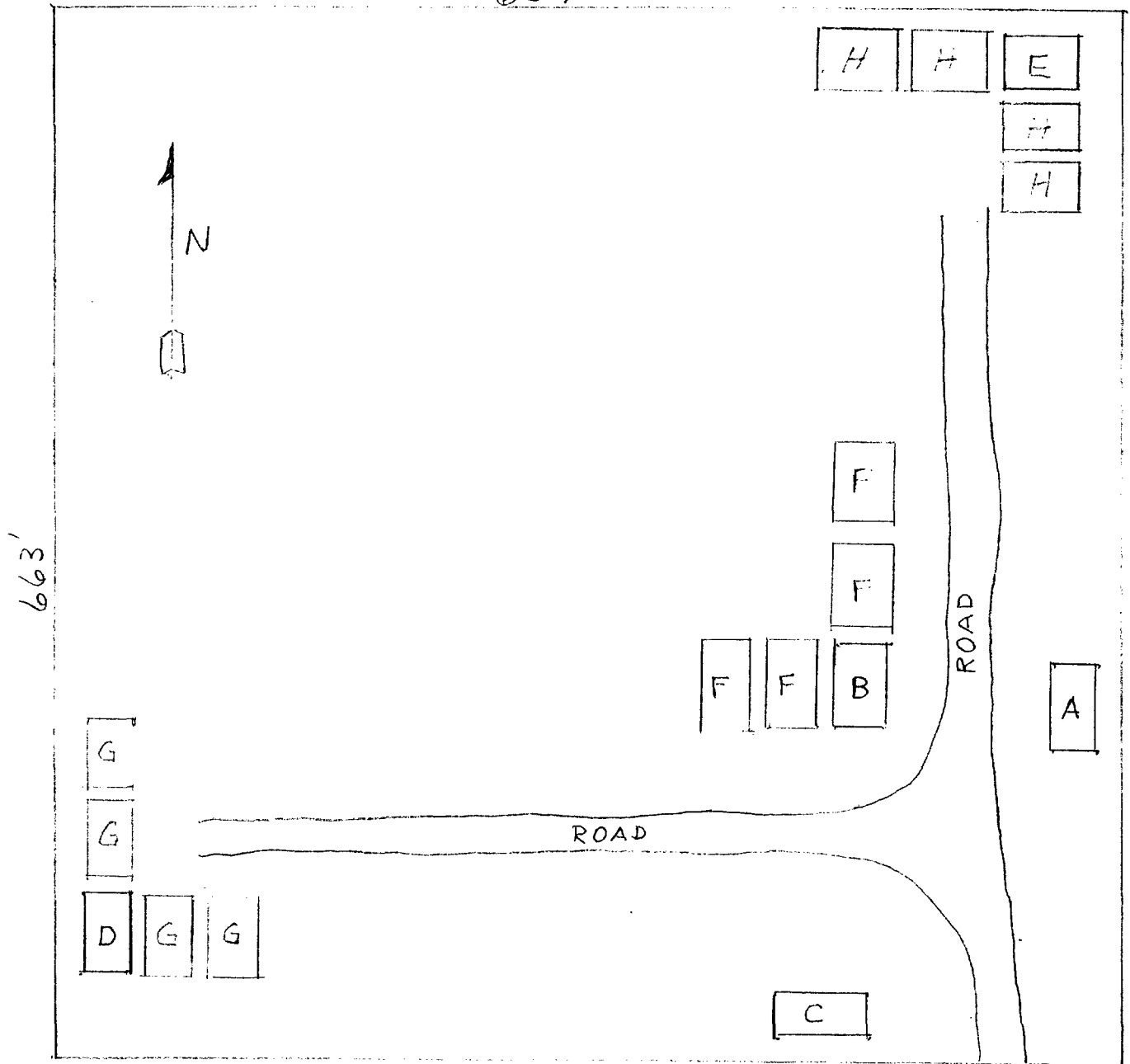


ANTIMONY TOWN
CLASS IVb LANDFILL
TOPOGRAPHIC SKETCH
CLIP, FBIS, RLW

APPROX. SCALE: 1" = 100'
DATE: JUNE 2001
DRAWN BY:
TOBY TORIASSOW

EXHIBIT 6

657'



SCALE: 1" = 100'

A = METAL STORAGE (20'x60') (200 SQ YDS)

B = CLEAN GREEN YARD WASTE (10'x50') (55 SQ YDS)

C = PREVIOUSLY USED YARD WASTE SITE (10'x50') (55 SQ YDS)

D = CONSTRUCTION / DEMOLITION WASTE (10'x50') (55 SQ YDS)

E = DEAD ANIMAL PIT (10'x30') (33 SQ YDS)

F = FUTURE YARD WASTE SITE (10'x50') (55 SQ YDS)

G = FUTURE CONSTRUCTION WASTE SITE (10'x50') (55 SQ YDS)

H = FUTURE DEAD ANIMAL SITE (10'x30') (33 SQ YDS)

Antimony Town Class IVb Landfill
Exhibit 8: Daily Record Form

ANTIMONY TOWN CLASS IVb LANDFILL

QUARTERLY INSPECTION LOG

This document is the official form required for compliance with R315-301-7(5)(a).

(This form must be maintained in the Antimony Town Records for a minimum of three (3) years.)

Date:_____ Time:_____ Weather:_____

Inspection Team:_____

Observations:_____

Date and Nature of Repairs/Corrective Action:_____

Other:_____

Check: ___Explosive Gas Monitoring: ___Structures ___Property Boundary

Training Procedures Completed:_____

Major deviation from Plan of Operation:_____

Inspector:_____ Signature:_____

**Antimony Town Class IVb Landfill
Exhibit 10: Quarterly Inspection Log**

ANTIMONY TOWN CLASS IVb LANDFILL
HAZARDOUS WASTE - PCB INSPECTION RECORD

Date: _____ Time: _____ Vehicle No. _____

Random Selection: (Yes / No) Suspicious Load: (Yes / No) Other: _____

Vehicle Owner: _____
Name _____ Address _____
City, State _____ Phone _____

Waste Origin: _____

Waste Types: _____

Describe any hazardous or PCB wastes encountered: _____

Action Taken: _____

Comments: _____

If hazardous waste or PCB waste is encountered, contact the Division of Solid and Hazardous Waste at (801) 538-6170.

Signature: _____ Date: _____

Antimony Town Class IVb Landfill
Exhibit 9: Hazardous/PCB Waste Record Form

ESCROW AGREEMENT

I. SUMMARY

A. Parties to the Agreement:

1. Depositor: Antimony Town (the "Entity")
Address: PO Box 120046
Antimony, UT 84712

Contact: Shannon Allen Tel. No. 435-624-3285 (Mayor)
Karyn Schulz Tel. No. 435-624-3300 (Clerk)

2. State Agency: Utah Division of Solid & Hazardous Waste (the "State")
Address: P.O. Box 144880
Salt Lake City, Utah 84114-4880

Contact: Ralph Bohn, Section Mgr. Tel. No. 801-538-6170
Tel. No. _____
Tel. No. _____

3. Escrow Agent: Utah State Treasurer (the "Treasurer")
215 State Capitol
Salt Lake City, Utah 84114

Contact: Robert C. Kirk, Financial Manager
Stephanie Baldes, Accountant

Telephone: (801)538-1042 Telefax: (801)538-1465 Toll free: 800-395-7665

B. Deposit Amount(s):

1. Principal amount \$ 2,000 (the "Proceeds")

2. Additional amount(s), if any:

\$ _____ From: _____
\$ _____ From: _____
\$ _____ From: _____

C. Authorizing Resolution:

(the "Instrument")

D. Project Description:

Financial Assurance for the
Antimony Class IIb Landfill (the "Project")

This Summary is an integral part of the Escrow Agreement

II. AGREEMENT

A. The undersigned hereby deliver to the Treasurer, the Proceeds and Additional amount(s) to be held and disposed of by the Treasurer in accordance with the duties, instructions, and upon the terms and conditions hereinafter set forth in this Escrow Agreement to which the undersigned hereby agree:

1. For purposes of this Escrow Agreement and this Escrow Agreement only:
 - (a) The Treasurer shall not incur any liability in acting upon any written authorization and request delivered hereunder and believed by the Treasurer to be genuine and to be signed by the proper parties.
 - (b) The Treasurer may consult with legal counsel in the event of any dispute or question as to the construction of the Treasurer's duties hereunder and shall not be held to any liability for acting in accordance with advice so received.
 - (c) The Treasurer shall have a first lien on the moneys held by it hereunder for its compensation and for any costs, liability or expense or counsel fees it may incur.
2. In the event of any disagreement between the undersigned or any of them, and/or any other person, resulting in adverse claims and demands being made in connection with or for any moneys involved herein or affected hereby, the Treasurer shall be entitled at its option to refuse to comply with any such claim or demand, so long as such disagreement shall continue, and in so refusing the Treasurer may refrain from making any delivery or other disposition of any moneys involved herein or affected hereby and in so doing the Treasurer shall not be or become liable to the undersigned or any of them or to any person or party for its failure or refusal to comply with such conflicting or adverse demands, and the Treasurer shall be entitled to continue so to refrain and refuse so to act until:
 - (a) The rights of the adverse claimants have been finally adjudicated in a court assuming and having jurisdiction of the parties and the moneys involved herein or affected hereby; and/or
 - (b) All differences shall have been adjusted by agreement and the Treasurer shall have been notified thereof in writing signed by all of the persons interested.
3. The fees for the usual services of the Treasurer under the terms of this Escrow agreement are set forth in the schedule attached hereto as Exhibit A. It is agreed that additional compensation shall be paid to the Treasurer for any additional or extraordinary service it may be requested to render hereunder, and the Treasurer shall be reimbursed for any out-of-pocket expenses (including, without limitation, fees of counsel) reasonably incurred in connection with additional or extraordinary services.
4. The Entity and the State hereby agree that the deposit of the Proceeds shall constitute compliance with applicable deposit and investment provisions of the Instrument.
5. The duties of the Treasurer under the terms of this Escrow Agreement are as follows:
 - (a) The Treasurer shall receive into a separate fund (the "Escrow Account") Proceeds and any additional amounts to be used in connection with the Project.
 - (b) The Treasurer shall reimburse Entity in amounts authorized in writing by the Entity and the State.
 - (c) Each authorization must be signed by one official from both the Entity and the State, except as provided in (i) of this section, and shall be substantially the same as the form attached as Exhibit B. On behalf of the Entity, the written authorization and request shall be signed by any one of the officials of the Entity identified in Section I.A. 1. above. On behalf of the State, the written authorization and request shall be signed by any one of the officials of the State identified in Section I.A.2. above. The Treasurer assumes no responsibility for expenditure

of moneys paid out of the Escrow Account pursuant to a written authorization and request properly signed and delivered the Treasurer as provided herein.

- (i) If the Entity fails to provide closure, post-closure, or corrective action of the solid waste management facility as required by the *Utah Solid Waste Permitting and Management Rules* and the Entity's solid waste disposal permit, the Executive Secretary will issue an order to close under the authority of Section 19-6-107(7) of the Utah Solid and Hazardous Waste Act. Upon completion of the Administrative process, including the Entity's right to contest and appeal the administrative action, the State may independently request, in writing, reimbursement to a State-approved and authorized third party for the costs related to the third party's activities for closure, post-closure or corrective actions at the facility.
- (d) If a written authorization and request indicates that an amount (the "Retained Amount") payable to a Provider is to be held for retainage pending completion of the Project or the lapse of time, the Treasurer shall segregate such amount and shall invest the Retained Amount in an interest-bearing account (the "Separate Account"), the interest on which shall accrue for the benefit of the Provider. The Retained Amount and all accrued interest thereon shall be disbursed by the Treasurer in the same manner as provided in paragraph 5(b) hereof. All fees charged or incurred by the Treasurer relating to the establishment, investment and disbursement of the Separate Account shall be borne solely by the Provider and may be withheld by the Treasurer from the Separate Account prior to the disbursement thereof; provided, however, that if such fees are borne by the Separate Account, and if the interest earned on the Separate Account is less than the amount of such fees, then the fees withheld from such Separate Account shall not exceed the interest earned and the balance of such fees shall be paid by the Entity.
- (e) The funds deposited by the parties hereto in the Escrow Fund and in any Separate Account shall be invested by the Treasurer in the Utah Public Treasurers' Investment Fund established by Section 51-7-5 of the Utah Code. All interest earned on moneys held in the Escrow Account shall be retained therein and disbursed as provided herein.
- (f) The Treasurer shall report at least monthly concerning the receipts, disbursements and status of the Escrow Account. The reports shall be mailed to the Entity and to the State at their respective addresses as shown in Section I.A. above. Notification of changes of address, if any, shall be in writing and mailed to the parties at their respective addresses as shown in Section I.A. above.
- (g) This Escrow Agreement will be terminated after payment of the fees and out-of-pocket expenses of the Treasurer, and upon liquidation of the Escrow Account as provided herein. This Escrow Account, upon the earlier to occur of:
 - (i) receipt by the Treasurer of a written authorization and request, signed as provided in paragraph 5(c) hereof, stating that the acquisition, construction, improvement and extension of the Project is complete, that all obligations and costs in connection with the Project which are payable out of the Escrow Account have been paid and discharged, and that the Treasurer is authorized and directed to transfer all moneys in the Escrow Fund to the Entity or such other disposition as may be agreed by the State and the Entity; or
 - (ii) receipt by the Treasurer of a written certificate of the State, signed by the appropriate representatives thereof as identified in paragraph 5(c) hereof, stating that at least months have expired from the date of this Agreement and that all remaining moneys in the Escrow Account are to be transferred to the State as a prepayment on the Bond purchased by the State or such other disposition as may be specified by the State.